

**MOVEMINT BIKE CAB
PEDICAB EQUIPMENT LEASE AND RESPONSIBILITIES AGREEMENT**

DRIVER CONTACT

Full Name: _____ Date of Birth: ____/____/____

Driver's License# _____ Driver's License Expiration Date:

Date of Chauffeur Permit Expiration: ____/____/____

Phone #: _____

Email: _____

Current Address:

Permanent Mailing Address: _____

EMERGENCY CONTACT

Full Name: _____ Relationship: _____

Phone: _____ Email: _____

Address: _____

Movemint Bike Cab - Driver Agreement
(*operator must read, initial and sign)

SAFETY

1. _____ EMERGENCIES: In case of emergency, I grant Movemint (and all associated owners/managers) permission to contact my emergency contact person(s) provided in this form.

2. _____ LOCAL, STATE & U.S. TRAFFIC LAWS: When operating a Movemint vehicle, I agree to follow all traffic rules and road regulations as stated by City of Austin, Texas State Law and U.S. Law. I agree to hold all proper licensing documents relative to market location. I assume all legal and financial responsibility for penalties given if ticketed by a legal authority while at work. I will not hold Movemint responsible without reasonable cause. I understand it's my own responsibility to understand all laws in place and review city ordinances in place.

3. _____ WAIVER OF LIABILITY: It is my sole duty to transport passengers to and from their destination safely. While at work, I will be a communicative, law abiding and a defensive driver while operating in public and private settings. I agree to NOT operate Movemint vehicles if I do not have the capacity to do so safely (i.e. - physically, mentally, emotionally/spiritually). It's my duty to serve all patrons and the public alike, with decency and respect. I will refrain from inducing or encouraging any violence, or crude behavior while at work. *Unacceptable behaviors include but may not be limited to badmouthing, spitting, pushing, hitting, fighting, assault, and/or making any type of sexual gestures to antagonize others. Movemint has a Zero tolerance for indecent behavior and may revoke my ability to work with them immediately, at the staff's discretion. I will not hold Movemint liable if I get into trouble for my actions while at work. I understand that Movemint staff may investigate any case to the depth that resolution and mediation is necessary amongst co-workers, peers, and the public alike.
 - a.) _____ I waive my right to hold Movemint responsible if an accident is to occur due my own driving errors. Under such claims, I am aware that Movemint may hold me responsible for all associated accidental costs. I assume responsibility to pay up to a \$2000 Insurance deductible, if I'm found at fault. I'm aware that as a driver, I have the option to seek my own liability insurance at my own expense. I am also aware of the pre-inspection checklist criteria that I am to address on my vehicle every day before going to work. I will NOT operate the vehicle if it does not pass pre-inspection standards and guidelines.
 - b.) I am aware that Movemint Bike Cab carries insurance for pedicab passengers and property if an accident is to occur, however, such claims should ONLY be necessarily pursued and applicable if subjectively due to equipment failure, caused by company oversight or lack thereof.
 - c.) _____ Liability is subject to the discretion of crash/collision and/or police reports filed, active witnesses, or upon insurance/3rd party mediation.

4. _____ MOVEMINT & ZERO TOLERANCE POLICY: I agree to never operate a Movemint vehicle under the influence of alcohol or drugs. I'm aware that Movemint has a zero tolerance policy. If caught under the influence of drugs or alcohol while at work, Movemint will terminate driver's rental agreements immediately. I assume full payment of the initial agreement to be met and completed

upon my termination. If causing myself or Movemint added expenses due to actions via breach of contract, I agree to cover any and all associated costs. Movemint has the right to pursue legal action if necessary.

5. _____ RESPONSIBILITY FOR PROPERTY: I am responsible for the pedicab I ride. It is my responsibility to avoid accidents at all costs. I will be held liable for any financial and/or physical damages caused to the vehicle, company and/or additional properties due to an accident where I, the driver, am at fault. So long as the vehicle is in my possession, I assume responsibility for accidental damages while pedaling, hauling or in tow. I agree to pay full price for accounted parts and service costs outside of normal wear and tear, where I am found at fault. I understand company service costs to be at a \$50 per hour rate, and parts to be priced relative to retail market standards-comparable to distributor retail prices.

6. _____ LIABILITY FOR LOSS OR TOTAL DESTRUCTION: In the event of loss or total destruction of the pedicab or the driver's inability to return the pedicab in whole undamaged condition for any reason, driver shall pay the company full replacement cost. I agree to carry and use an industry manufactured bike lock while I'm at work to prevent theft.

7. _____ PEDICAB DAMAGES OR MALFUNCTION: In the event of damage or malfunction of pedicab, (1) driver must Immediately notify Movemint staff and discontinue use of said vehicle. Movemint agrees that, within a reasonable period of time from receiving notification, based on the company's reasonable ability, to supply driver with a repaired or replaced pedicab working in safe order. (Fault relative to repairs/replacement is determined in the order of 1.) 3rd party witnesses, if any 2.) Police/Insurance Reports, if any 3.) owner discretion).

DRIVER COMMITMENTS

1. _____ I agree to pay lease in full on the 1st of every month. I understand I am subject to a \$20 late fee, for every week (7 days) after the due date. (i.e.- +\$20 due on the 8th, 15th, 22nd, 29th). I will communicate any issues I may have, regarding delayed payment in advance. I will work with Movemint to arrange payment plans, interests, and/or work credit compensation opportunities that may be available. Upon leaving, I agree to pay Movemint any and all unresolved debts and/or outstanding balances.

2. _____ I agree to provide 2 weeks notice before terminating a monthly lease with Movemint Bike Cab. Unless such notice is given, it is assumed that the driver will continue to lease the following month. I understand pro rates are given, only under proper circumstance and conditions.

3. _____ I understand that drivers may be called upon to attend company meetings, apply advertising, and maintain cabs before special events.

4. _____ I understand that while operating a Movemint Cab, I am representing NOT only myself, but the entire company, and pedicab industry. I will maintain a professional attitude and provide fair and respectful treatment towards customers, other pedicab drivers, and all transportation entities alike.

a.) _____ I understand and agree to abide by Movemint fare rates as they are registered with the city accordingly. I understand that if I'm caught misrepresenting this standard by city officials I may put myself and Movemint at the risk of citation. If cited, I agree to cover all associated costs for self and company.

\$3-5 per person for Short rides

\$10 per person for long Rides.

\$10 per person for Special Events.

Additional Tip Appreciated.

- I understand as per Austin City Ordinance **All Rides must be Negotiated in advance.**

I will NOT price gouge customers in a fashion that my rates misrepresent what was Pre-negotiated, or what's company policy otherwise.

b.) 'Snaking' is where one driver offers services out of place from what is considered industry etiquette as 'First come, first serve,' also known as 'Line order.'

_____ I agree that with all due honesty and respect towards my peers, my company and self, I will refrain from "Snaking" as it does not reflect copacetic practice within industry standards.

5. _____ I will wear a shirt, close-toed shoes and maintain a clean and presentable appearance while operating a Movemint vehicle. If there is doubt about appearance, hygiene/body odor, I will ask company owners or managers for guidance.

6. _____ It is clear to me that as a driver, I am responsible for renewing my pedicab license in a timely manner. I will not operate under Movemints name illegally or with an expired license. I agree to compensate Movement for any fines that may occur for my wrongdoings which may affect their company name.

7. _____ As the driver/operator of my pedicab, I am responsible to inspect the vehicle before putting it into operation each day I take it to work. It is my everyday duty to perform a "Pre-Flight Inspection" for safety and legality purposes to best ensure that the cab is legal and safe to operate. I am aware of the 'Pre-Flight Checklist.' I am aware there is a maintenance log to record and report any problems I may sense with my cab and until the issues have been crossed out and initialed by a Mechanic, they may remain unaddressed/unresolved. It is my responsibility to communicate with staff/mechanics in addition to recording any mechanical issues needing to be addressed. I understand that I may have to be reassigned to another cab if issues cannot be addressed in a timely fashion.

Pre-Flight Checklist:

- Spokes (Tensioned, Broken)
- Tires (Tread, De-Glassed, Aired)
- Axle Nuts. (Tight)
- Brake functionality (Front/Rear)
- Shifting functionality (Front/Rear)

- Derailleurs
- Cables
- Chain (lubed 1x per week, post rains)
- Grips
- Body/Frame (Clean/Wipe down)
- Upholstery (Torn,Clean)
- Lights (1 Front White, 2 Rear Red)

Ride Legal:

- Chauffeur's Permit
- 3 passenger max
- Rate Cards
- Registration/Inspection Tags
- Company Name/Phone number
- Cab #
- Slow Moving Reflective Triangles
- Clean/Wipe down cab

If the pedicab is randomly inspected by an enforcement officer, the driver shall immediately notify the company owners and managers through phone call or text message, and include information about any problem areas the enforcement officer found.

If the equipment renter/pedicab operator breaches any points of this contract, this may result in immediate termination of the rental agreement.

I have read and agreed to all the terms and conditions on this contract. I acknowledge receipt of the equipment delivered in good working order, and copy of the contract. This contract represents the entire agreement between operator and Movemint Bike Cab. None of the terms or conditions of this contract may be amended or modified, except in writing signed by the company owner and driver.

Driver Signature: _____ Date: _____

Owner Signature: _____ Date: _____